

UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF WASHINGTON

In re: ) Case No. 05-24720-KAO  
Jack Carlton Cramer, Jr. )  
 )  
 ) CHAPTER 13 PLAN  
 )  
Debtor(s). )

**1. Plan Payments:**

Within 30 days of the filing of the Plan, the Debtor(s) will commence making payments to the Trustee as follows:

A. **AMOUNT:** \$ 3,152 \* **FREQUENCY:** X **Monthly**; \*PLUS the trustee's percentage fee. [\*\$2,694 + \$458]

B. **TAX REFUNDS:** Debtor(s)     **COMMITTS;** X **DOES NOT COMMIT**; all tax refunds to funding the Plan. If no selection is made, tax refunds are committed.

C. **PAYMENTS:** Plan payments shall be deducted from the Debtor(s) wages unless otherwise agreed to by the Trustee or ordered by the Court.

**D. OTHER:**

According to Countrywide Home Loans, Inc., the holder of a promissory note secured by first Deed of Trust on the debtor's homestead, the debtor owes the following approximate sums:

Principal:	\$272,000.00
Arrears:	\$161,012.00
Total:	\$433,012.00

The creditor's 12/15/2005 proof of claim states the collateral is worth \$330,000.

Based on that value, the \$272,000 (approximate) principal balance and \$58,000 of the alleged arrears is secured and \$103,012 of the alleged arrears is unsecured.

Countrywide Home Loans, Inc., gave notice on December 7, 2005, (copy attached) that it assigned, sold, or transferred the debtor's loan to LITTON LOAN SERVICING, LP, effective December 1, 2005. The debtor had been negotiating settlement / workout of the mortgage debt with COUNTRYWIDE HOME LOANS through Marcus Jaymes & Associates, Ltd., 3430 Pacific Avenue, Suite A-6 #345, Olympia, WA 98501, Phone 360-456-2982, Fax 360-456-6026, for some time before receiving notice of the transfer to LITTON. Mr. Boguslawski expected informs counsel that he expected to complete the negotiations and arrive at terms by the end of January 2006. However, the transfer of the loan to LITTON brought negotiations with COUNTRYWIDE to an abrupt end. Negotiations are being undertaken with LITTON.

**CLAIM FOR BREACH OF CONTRACT AGAINST COUNTRYWIDE HOME LOANS INC.:** The debtor has an unliquidated claim in an undetermined amount against Countrywide Home Loans, Inc., for breach of contract made in July 2003 in settlement of litigation concerning wrongful foreclosure against the debtor's homestead by Countrywide Home Loans, Inc. (copy of settlement agreement is attached).

**2. Plan Duration:**

The length of the Plan is set forth in paragraph 3E2 below. The Plan will run a minimum of **36 months**, unless all timely filed claims are sooner paid in full, plus appropriate interest. At the Trustee's discretion, and without notice or hearing, the Plan may be extended up to 60 months after confirmation in order to pay, in full, administrative expenses, secured claims, priority claims and any creditors placed in a special class for full payment.

**3. Distribution of Plan Payments:**

From the payments so received, the Trustee shall make disbursements in the following order:

**A. ADMINISTRATIVE EXPENSES:**

1. **Trustee.** The percentage set pursuant to 28 USC ' 586(e).

2. **Attorney's Fees:** Original attorney's fees of **\$1,800** of which **\$1,000** remains unpaid.

Fees are to be paid: At the Trustee's discretion \_\_\_\_; **Prior to all creditors X**; Minimum of \$ \_\_\_\_ monthly

**B. CURRENT CHILD SUPPORT/MAINTENANCE:** \$ \_\_\_\_ per month unless stated otherwise in paragraph 6 below.

**C. SECURED CLAIMS/LEASES:** Payments to creditors whose claims are filed, as follows, unless ranked otherwise.

Interest rates are stated as per annum, un compounded.

Rank

1 Current 1st mortgage of **\$Amt is undetermined (see paragraph 1.D, above)**, payments of \$ **TBD** monthly at **TBD** interest per annum,

2 Current 2nd mortgage of **\$Amt is undetermined (see paragraph 1.D, above)**, payments of \$ **TBD** monthly at **TBD** interest per annum,

3 1st mortgage arrears of \$ **TBD** (amount is disputed by debtor), payments of \$ **TBD** monthly at **TBD** interest per annum,

4 2nd mortgage arrears of \$ **TBD**, payments of \$ **TBD** monthly at **TBD**% interest per annum,

Lease payment to \_\_\_\_\_, of \$ \_\_\_\_\_ monthly.

Monthly payment of \$458 on debtor's automobile shall be made through the plan.

Secured creditors, except as provided in 26 USC 6621(a)(2) and 11 USC 1322(b)(2), will be paid the amount of their claim or the value of their collateral, whichever is less, plus interest as stated above. Interest rate and monthly payment in the Plan controls unless creditors timely file an objection to confirmation. Value of collateral stated in the Proof of Claim controls unless otherwise ordered following timely objection to claim. The unsecured portion of any claim shall be paid as a general unsecured claim unless entitled to priority by law. For creditors holding secured claims not listed above, the interest rate shall be **contract rate**. Interest rate is 15% if left blank.

**D. PRIORITY CLAIMS:** Debts entitled to priority under and in the order prescribed by ' 507 of the Bankruptcy Code as follows:

<u>Rank</u>	<u>Name</u>	<u>Amount of Claim</u>	<u>Basis for Priority</u>
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____

**E. UNSECURED CLAIMS:** From the balance remaining after the above payments, dividends to unsecured creditors whose claims are allowed as follows:

1. **Special Unsecured Claims.** The following unsecured claims will receive a higher distribution than general unsecured claims.

<u>Rank</u>	<u>Name</u>	<u>Amount of Claim</u>	<u>Percentage to be Paid</u>	<u>Reason for Special Classification</u>
_____	_____	\$ _____	_____ %	_____
_____	_____	\$ _____	_____ %	_____

2. **General Unsecured Claims.** The Debtor(s) will pay 100% to claimants in this class, or make a minimum of 36 monthly payments:

A. % paid to unsecureds: **TBD** % **X** 70% \_\_\_\_ Other \_\_\_\_ %

or B. Best Efforts: 60 months \_\_\_\_; 36 months \_\_\_\_; Other \_\_\_\_; yielding approximately \_\_\_\_ % to general unsecureds

**4. Secured Property Surrendered:**

The secured property described below will be surrendered to the following named creditors on confirmation.

<u>Creditor</u>	<u>Property to be Surrendered</u>
-----------------	-----------------------------------

**5. Executory Contracts and Leases:**

The Debtor(s) will assume or reject executory contracts or unexpired leases as noted below. Assumption will be by separate motion and order, and all payments shall be paid pursuant to paragraph 3C or 6. Any executory contract or unexpired lease not assumed pursuant to 11 USC 365(d) is rejected. If rejected, the Debtor(s) shall surrender any collateral or leased property and any duly filed and allowed unsecured claim for damages shall be paid under paragraph 3E2.

**Contract/Lease**

**Assumed or Rejected**

**6. Direct Payments by Debtor(s) Outside of the Plan:**

The following creditors shall be paid directly by the Debtor(s) and shall receive no payments from the Trustee,

<u>Name</u>	<u>Amount of Claim</u>	<u>Monthly Payment</u>
Credit Acceptance Corp (car loan)	\$5,520	\$458

**7. Revestment of Property:**

Property of the estate shall revest in the Debtor(s) upon:  X  **Confirmation of the Plan**, \_\_\_\_\_ Dismissal or discharge only.  
If no selection is made, property of the estate shall revest in the Debtor(s) upon confirmation.

**8. Liquidation Analysis:**

The Debtor(s) estimates that there would be **\$ TBD%** available to pay general unsecured creditors in a Chapter 7 liquidation.  
The Debtor(s) propose to pay at least this amount to unsecured creditors in this Plan.

**9. Certification:**

The Debtor(s) or their attorney, certify that this Plan conforms with Local Bankruptcy Rule 3015-1, except as set forth below:

**10. Other Plan Provisions:**

N/A

/s/ Helmut Kah  
Helmut Kah, WSBA 18541  
Attorney for Debtor(s)

\_\_\_\_\_  
Jack C. Cramer, Jr.  
Debtor

7499  
Last Four Digits SSN

01/17/2006  
Date

December 7, 2005

RE: Countrywide Home Loans

Loan Number: 53278

Borrower Name: **JACK C CRAMER JR**

Dear Sir or Madam,

Please be advised that servicing on the above-referenced loan will be transferred to **LITTON LOAN SERVICING, LP** effective December 1, 2005. Please forward all correspondence to:

**LITTON LOAN SERVICING, LP**

**ATTN: PAYMENT PROCESSING**

**P.O. BOX 4387**

**HOUSTON, TX 77210-4387**

Effectively immediately, please ensure that title will vest in the name **LITTON LOAN SERVICING, LP** upon completion of any pending foreclosures. We will be providing assignments as necessary.

Please forward an invoice for all fees and costs incurred on this file prior to December 1, 2005 immediately to Countrywide Home Loans to ensure payment. **LITTON LOAN SERVICING, LP** will be responsible for fees and costs incurred after December 1, 2005.

Thank you for your attention to these matters. If you have any questions, please do not hesitate to call Litton Loan Servicing at **800-247-9727**.

Sincerely,

Amanda Feldman  
Senior Bankruptcy Specialist

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KING COUNTY  
SUPERIOR COURT CLERK  
SEATTLE, WA

SUPERIOR COURT OF WASHINGTON  
COUNTY OF KING

COUNTRYWIDE HOME LOAN, INC.,

Plaintiff,

v.

JACK C. CRAMER JR. AND JANE  
DOE CRAMER and All Occupants of  
the Premises located at 15605 63<sup>rd</sup>  
Avenue Northeast, Kenmore, WA 98028,

Defendant.

No. 02-2-23019-9 SEA

MEMORANDUM OF CR 2A  
SETTLEMENT AGREEMENT

This agreement is made by and between the plaintiff and the defendants in settlement of the proceedings for unlawful detainer now pending in the above-entitled case. This agreement is signed by the parties as a binding CR 2A agreement.

1. The trial scheduled in this matter on Monday, July 14, 2003 shall be canceled and the above-referenced case dismissed.

2. Countrywide Home Loans, Inc. ("Countrywide") will clear all foreclosure including collections, late payments, and delinquencies reporting on Jack Cramer's ("Cramer") credit report from December 31, 2001 until the date of this agreement. Countrywide will not alter any credit reporting that pertains to collections or delinquencies prior to the original

ROUTH CRABTREE FENNELL

A Law Firm and Professional Services Corporation

3535 Factoria Boulevard SE, Suite 200

Bellevue, Washington 98006

Telephone (425) 586-1900

Facsimile (425) 586-1997

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1 Notice of Default dated December 31, 2001. During the pendency of this agreement and until  
2 a new foreclosure is begun as authorized by Paragraph 7, Cramer's credit report will reflect  
3 his credit as of December 2001.


4 3. Countrywide will report the changes in Cramer's credit report no later than July  
5 16, 2003 and provide written proof to opposing counsel that this has been done.

6 4. Countrywide will rescind the current Trustee's Deed issued to Countrywide on or  
7 about June 14, 2002 and recorded under King County Recorder's No. 20020620002210. The  
8 accuracy of the recording number listed in the preceding sentence shall not diminish  
9 Countrywide's duty to rescind the trustee's deed.

10 5. Cramer will execute any documents that are necessary to rescind the trustee's  
11 deed that was issued to Countrywide on or about June 14, 2002 and recorded under King  
12 County Recorder's No. 20020620002210.

13 6. Countrywide will take no steps to begin foreclosure, including but not limited to  
14 a Notice of Default and Notice of Sale or any service or reporting of said notices until sixty  
15 days after Countrywide has received confirmation from each of the three credit bureaus and  
16 provided said notice to opposing counsel by delivery via fax and courier with said  
17 confirmation that the requested changes have been made, with the exception of those steps  
18 referenced below.

19 7. On or after the sixty days has elapsed as described in Paragraph 6, Countrywide  
20 may re-start a new foreclosure by issuing a Notice of Default and will report the new  
21 foreclosure to the appropriate credit bureaus.

22 8. Countrywide will issue a breach letter no later than 30 days prior to re-  
23 

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1 commencing foreclosure pursuant to #6 above. However, the breach letter will not be  
2 reported to any credit bureau.

3 9. Countrywide will waive all its foreclosure fees, costs, and expenses including  
4 attorney fees and trustee fees, incurred to date and any and all fees, costs, and expenses  
5 including attorney fees and trustee fees, associated with the instant unlawful detainer action  
6 case #02-2-23019-9 SEA. Countrywide waives all late charges and delinquency charges from  
7 December 31, 2001, through August 30, 2003. These amounts are not and will not be  
8 included in the amount necessary to reinstate the Cramer loan. Countrywide will not,  
9 however, waive any late charges and delinquency charges incurred prior to December 31,  
10 2001.

11 10. Countrywide waives and has credited the amounts of \$5,413.00, \$5,521.26 and  
12 \$311.00 as the amounts of hazard insurance charged to Cramer's loan account during the time  
13 period of June 28, 2002 until June 28, 2003. These amounts are not and shall not be included  
14 in the amount necessary to reinstate the Cramer loan. Cramer agrees that he is responsible to  
15 continually provide for hazard insurance on the subject property and provide written proof of  
16 said insurance to counsel for Countrywide.

17 *Cramer agrees that this provision does not diminish Countrywide's right under the Deed of Trust to provide Hazard Insurance if Cramer fails to do so.*

18 11. The current reinstatement amount as of July 11, 2003 is \$79,114.34 (the  
19 "principal reinstatement amount") and the current payoff balance as of July 11, 2003, is  
20 \$349,292.06. The interest rate is \$85.6157 a day, the contract rate. These amounts may  
21 increase with any property tax amounts that the lender pays hereafter in connection with the  
22 loan. King County property tax is paid in full as of the date of this agreement, and the 2<sup>nd</sup> half  
23 *AK*

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of 2003 property tax is due October 31, 2003, in the amount of \$1,899.40.

12. The rescission of the trustee's deed granted to Countrywide on June 14, 2002 in no way affects the validity of the Deed of Trust dated December 22, 2000 relating to the property located at 15605 63<sup>rd</sup> Ave. NE, Kenmore, WA 98028 and said Deed of Trust will be reinstated and continue to be a valid and existing first lien on the subject property.

13. Jack Cramer, for his self, and for his heirs, executors, administrators, successors and assigns do hereby fully and forever remise, release and discharge Countrywide Home Loans, Inc. and its related corporations, affiliated companies, partnerships, partners, trusts, trustees, beneficiaries, predecessors, successors, assigns, directors, officers, employees, agents and attorneys from any and all claims, liabilities, actions, causes of actions, demands, rights, damages, costs, attorneys' fees, loss of profit, expenses and compensation, which Cramer claims to have or will have that are in any way related to the non-judicial deed of trust foreclosure commenced by Countrywide by Notice of Default dated December 31, 2001, against Cramer's property located at 15605 63<sup>rd</sup> Ave. NE, Kenmore, WA 98028 ("the Property"), or the instant unlawful detainer action, King County case #02-2-23019-9 SEA, including, without limitation, any and all claims asserted or which could have been asserted by Cramer in said actions as affirmative defenses or civil counterclaims, such as claims of alleged "bad faith", malicious prosecution, abuse of process, breach of the covenant of good faith and fair dealing, fraud, intentional and negligent infliction of emotional distress, intentional and negligent misrepresentation, personal injury, breach of any federal or state statutory duties, claims for lender liability, claims for exemplary and punitive damages, or damages for personal injury or emotional distress in any way related to the Property or the

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
1 Lawsuit. Cramer also agrees that he will not file any complaint with any Federal or State  
2 Court with regard to the disputes identified in this settlement agreement and/or any matters  
3 released. This release of claims by Cramer does not preclude Cramer from submitting a claim  
4 for a share of the settlement or award in any class action lawsuit commenced by others against  
5 Countrywide Home Loan, Inc. Cramer will not himself initiate, act as a named plaintiff, or  
6 participate as a plaintiff, in any class action lawsuit against Countrywide arising from claims  
7 which are based on vents that occurred prior to the effective date of this agreement, EXCEPT  
8 THAT Cramer may file a claim against the settlement or award recovered in any such class  
9 action lawsuit and may provide information and cooperate as necessary in connection with his  
10 claim against the settlement or award. Compliance with subpoenas and court orders is not  
11 prohibited by this paragraph.

12 14. Jack Cramer and Countrywide Home Loan, Inc. understand and agree that this  
13 Agreement is a compromise of disputed claims and that this Agreement is not to be construed  
14 as and is not an admission of liability on the part of the party or parties released.

15 15. It is further understood and agreed that Cramer intends to waive and hereby  
16 expressly waives all rights under California Civil Code Section 1542 and any similar law of  
17 any state or territory of the United States. Section 1542 reads as follows:

18 "A general release does not extend to claims which the creditor does not know  
19 or suspect to exist in his favor at the time of executing the release, which if  
20 known by him must have materially affected his settlement with the debtor."  
21

22 **GENERAL PROVISIONS:**

23 

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1           1.     Reading, Understanding, and Advisability. This Agreement has been  
2 carefully read, and the contents hereof are known and understood by all, and it is signed freely  
3 by each person executing the Agreement. Prior to the execution of this Agreement by each  
4 party, each party has had the opportunity to receive independent legal advice by that party's  
5 attorneys with respect to the advisability of making the releases described herein and with  
6 respect to the advisability of executing this Agreement.

7           2.     Representations. Except as expressly stated in this Agreement, no party  
8 hereto has made any statement or representation to any other party regarding any fact relied  
9 upon by the other party entering into this Agreement, and each party specifically does not rely  
10 upon any statement, representation or promise of any other party in executing this Agreement,  
11 except as expressly stated in this Agreement.

12           3.     Investigations. To the extent possible, each party and its, his, or her attorneys  
13 have made such investigation of the facts pertaining to this settlement, this Agreement, and all  
14 matters pertaining thereto, as they deem necessary. The parties hereto agree and acknowledge  
15 that they, or any of them, may hereafter discover facts different from or in addition to those  
16 they, or any of them, now know or believe to be true with respect to the matters released and  
17 settled herein, and the parties specifically agree that all of the terms of this Agreement shall be  
18 and will remain effective in all aspects, regardless of such different or additional facts which  
19 may be learned.

20           4.     Integration. This Agreement constitutes a single, integrated, written contract  
21 expressing the entire agreement of the parties hereto relative to the subject matter hereof. No  
22 covenants, agreements, representations, or warranties of any kind whatsoever have been made  
23

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by any party hereto, except as specifically set forth in this Agreement. All prior discussions and negotiations have been and are merged and integrated into, and are superseded by this Agreement.

5. **Governing Law.** This Agreement shall be construed in accordance with, and be governed by, the laws of the State of Washington.

6. **Further Assurances.** Each of the parties hereto agrees to take such further action and execute all such further documents as may be necessary or appropriate in order to consummate the settlement and release contemplated hereby.

7. **No Assignment.** The parties hereto hereby warrant and represent that they, and each of them, have made no assignments, voluntary or involuntary, of all or any part of the claims released herein to any other person or entity.

8. **Drafting.** This Agreement shall be construed without regard as to which party drafted the Agreement, and this Agreement shall be construed as if all parties hereto participated equally in the drafting of the Agreement.

9. **Survival.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision of this Agreement shall be invalid, or prohibited there under, such provision shall be ineffective to the extent of such prohibition without <sup>invalidating the</sup> ~~validating the~~ remainder of such provision or the remaining provisions of this Agreement.

10. **Attorney Fees.** In the event either party commences litigation to enforce this agreement, the prevailing party shall recover its reasonable attorney fees, costs, and expenses incurred in connection with such litigation both in the trial court and on any appeal.

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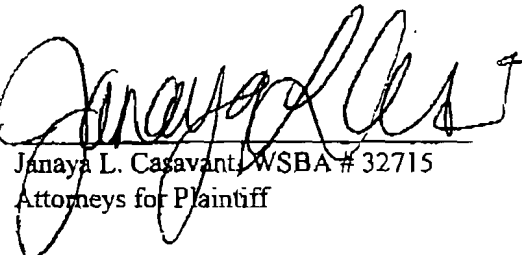
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11. Venue: The venue for any litigation between the parties regarding this agreement shall be exclusively in the Superior Court of the State of Washington, County of King.

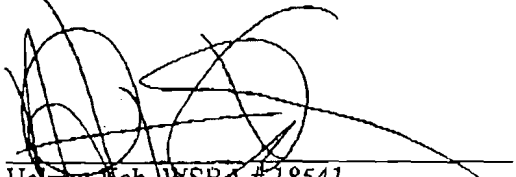
DATED this 11<sup>th</sup> day of July, 2003.

ROUTH CRABTREE FENNELL, P.S.

By

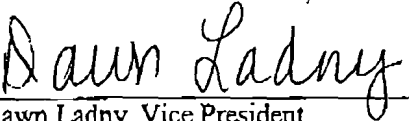
  
Janaya L. Casavante, WSBA # 32715  
Attorneys for Plaintiff

  
Jack C. Cramer, Jr., Defendant

  
Helmut Kah, WSBA # 18541  
Attorney for Defendant Jack C. Cramer, Jr.

COUNTRYWIDE HOME LOAN, INC.

By

  
Dawn Ladny, Vice President  
Countrywide Home Loans, Inc.

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EMAIL: JCASAVANT@RCFLEGAL.COM

FACSIMILE TRANSMITTAL SHEET

TO: HELMUT KAH COMPANY:

FAX NUMBER: (425) 487-4862 PHONE NUMBER:

FROM: JANAYA CASAVANT, DIRECT NUMBER: (425) 586-1991 DATE: 8/18/03  
ATTORNEY

FAX NUMBER: (425) 283-5991

OUR FILE NO. TOTAL PAGES, INCLUDING COVER: 9

RE: Jack Cramer Agreement

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